



**BellSouth Telecommunications, Inc.**  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TH  
REGULATORY Guy M. Hicks  
General Counsel

April 4, 2002 02 APR 9 PM 4 00

615 214 6301  
Fax 615 214 7406

OFFICE OF THE  
EXECUTIVE SECRETARY

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreements Negotiated by BellSouth Telecommunications, Inc. and GTE Mobilnet of Clarksville Incorporated d/b/a Verizon Wireless, GTE Mobilnet of Tennessee Incorporated, d/b/a Verizon Wireless, GTE Mobilnet of Nashville Incorporated, d/b/a Verizon Wireless, Knoxville Cellular Telephone Company, d/b/a Verizon Wireless, Chattanooga Cellular Telephone Company, d/b/a Verizon Wireless and Memphis Cellular Telephone Company, d/b/a Verizon Wireless, (collectively, the "Verizon Wireless Parties") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~01-00586~~ 02-00389

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Amendments to the Interconnection Agreements Negotiated by BellSouth Telecommunications, Inc. and the Verizon Wireless Parties Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. All six Amendments being submitted for approval are identical except for the different names of the Verizon Wireless Parties. The Amendments reflect certain transfers of control and assignment(s) of right, title and interest in the Agreements; change the Interconnection rates to the FCC ISP rates; and provide rates for type 2B Mobile to Land Trunk usage.

The Verizon Wireless Parties and BellSouth respectfully request that the Petition and Amendments be filed, reviewed and considered for approval as expeditiously as possible.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Howard H. Bower, Verizon Wireless Parties  
Leah Cooper, BellSouth Telecommunications, Inc.  
Paul McDaris, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Third Amendment to the Interconnection Agreement  
Negotiated by BellSouth Telecommunications, Inc. and GTE Mobilnet of  
Clarksville Incorporated, GTE Mobilnet of Tennessee Incorporated, GTE  
Mobilnet of Nashville Incorporated, Knoxville Cellular Telephone  
Company, Chattanooga Cellular Telephone Company and Memphis  
Cellular Telephone Company Pursuant to Sections 251 and 252 of the  
Telecommunications Act of 1996*

Docket No. ~~01-00586~~ 02-00389

**PETITION FOR APPROVAL OF THE THIRD**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENTS**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND GTE MOBILNET OF CLARKSVILLE INCORPORATED, GTE**  
**MOBILNET OF TENNESSEE INCORPORATED, GTE MOBILNET OF**  
**NASHVILLE INCORPORATED, KNOXVILLE CELLULAR TELEPHONE**  
**COMPANY, CHATTANOOGA CELLULAR TELEPHONE COMPANY AND**  
**MEMPHIS CELLULAR TELEPHONE COMPANY**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, GTE Mobilnet of Clarksville Incorporated, d/b/a Verizon Wireless, GTE Mobilnet of Tennessee Incorporated, d/b/a Verizon Wireless, GTE Mobilnet of Nashville Incorporated, d/b/a Verizon Wireless, Knoxville Cellular Telephone Company, d/b/a Verizon Wireless, Chattanooga Cellular Telephone Company, d/b/a Verizon Wireless and Memphis Cellular Telephone Company, d/b/a Verizon Wireless, (collectively, the "Verizon Wireless Parties") and BellSouth Telecommunications, Inc., ("BellSouth"), and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Amendments to the Interconnection Agreement previously approved by the TRA on November 4, 1997 (hereinafter collectively referred to as the "Agreements"). The Agreements were negotiated between the Verizon Wireless Parties pursuant to Sections 251 and 252 of the Telecommunications Act of

1996, (the "Act"). In support of their request, the Verizon and BellSouth state the following:

### **THE PARTIES**

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. Each Verizon Wireless Party is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

### **THE AGREEMENTS**

3. The Verizon Wireless Parties and BellSouth have successfully negotiated agreements for the continued interconnection of their networks. These Agreements were approved by the TRA on November 4, 1997.

4. The parties have now negotiated a Third Amendment to the Agreements which reflect certain transfers of control and assignment(s) of right, title, and interest in the Agreements; changes the Interconnection rates to the FCC ISP rates and provides rates for type 2B Mobile to Land Trunk usage. The only difference in the Third Amendments is the different names of the Verizon Wireless Parties. Copies of the Third Amendments are attached hereto and incorporated herein by reference.

5. Pursuant to Section 252 (e) of the Act, the Verizon Wireless Parties and BellSouth are submitting their Agreements to the TRA for its consideration and approval.

### **COMPLIANCE WITH THE ACT**

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreements do not discriminate against any other telecommunications carrier. Other carriers are not

bound by the Agreements and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreements are consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

#### **APPROVAL OF THE AGREEMENTS**

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreements between the Verizon Wireless parties and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreements only if it finds that the Agreements or any portion thereof discriminate against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreements or any portion thereof is not consistent with the public interest, convenience and necessity.

9. The Verizon Wireless Parties and BellSouth aver that the Agreements are consistent with the standards for approval.

10. Pursuant to Section 252 (i) of the Act, once the Agreements are approved, BellSouth will make the terms and conditions of the Agreements available to any similarly situated CMRS provider.

11. The Verizon Wireless Parties and BellSouth respectfully request that the TRA approve the Third Amendments negotiated between the parties without revision as expeditiously as possible consistent with the public interest. The Verizon Wireless

Parties have authorized BellSouth to file the Third Amendments on their behalf.

This 4<sup>th</sup> day of April, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.


By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

#### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreements on the following via United States Mail on the 4<sup>th</sup> day of April, 2002:

Howard H. Bower  
Area Vice President, Network  
South Area  
Verizon Wireless  
245 Perimeter Center Parkway  
Atlanta, GA 30346

  
\_\_\_\_\_  
Guy M. Hicks

**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE March 1, 1997**

This is the third amendment ("Amendment No. 3") to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and Cellco Partnership d/b/a Verizon Wireless, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the "Carrier"). Carrier and BellSouth shall be known independently as "Party" and jointly as "Parties" to this Amendment.

**AGREEMENT**

WHEREAS, Carrier and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Carrier effective March 1, 1997, for the state of Tennessee to set forth the assignments indicated in Attachment A and certain additional agreements of the Parties under the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following:

1. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.
2. **AMENDMENT OF THE INTERCONNECTION AGREEMENT.**

The Parties hereby amend the Interconnection Agreement to reflect the transfer(s) of control and assignment(s) of all right, title and interest in the Interconnection Agreement as set forth in Attachment A of this Amendment.

Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective March 1, 1997, shall remain in full force and effect.

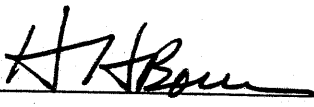
All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

The Interconnection Agreement contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

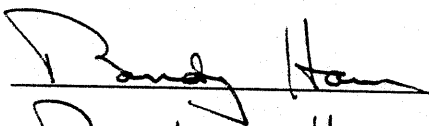
Verizon Wireless hereby represents that it has full power and authority to bind all of its affiliates listed in Attachment A under the terms of this Amendment and the Interconnection Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By:   
Name: Randy Ham  
Title: Director - Wireless  
Date: 12/5/01

## ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	NASHVILLE-DAVIDSON	TN	KNKA334	CL



## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007

**Attachment B-1**  
**Type 2B Mobile To Land Trunk Usage**  
(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth and Carrier Type 2B trunks, which terminate at Company End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a format, mutually agreed to by the Parties, to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in the first page of this Attachment B-1. If Carrier chooses to provide traffic data, then the detail level will at a minimum reference the name of Carrier, minutes of use, date range of usage, earning account number, contract number and any other format requirements mutually agreed to by the Parties. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the mutually acceptable format in the specified time period, the surrogate usage rate will be applied. Surrogate usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10

<sup>1</sup> This surrogate is based on the assumption of 13,000 minutes of usage per 2B voice grade trunk per month of traffic terminating at each end office multiplied by the applicable rate set forth in page 1 of the Attachment B-1. The 13,000 minutes usage assumption will be included to the extent carrier calculates Land to Mobile usage using a M/L ratio. The current M/L ratio is 75/25.

**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE March 1, 1997**

This is the third amendment ("Amendment No. 3") to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and Cellco Partnership d/b/a Verizon Wireless, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the "Carrier"). Carrier and BellSouth shall be known independently as "Party" and jointly as "Parties" to this Amendment.

**AGREEMENT**

WHEREAS, Carrier and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Carrier effective March 1, 1997, for the state of Tennessee to set forth the assignments indicated in Attachment A and certain additional agreements of the Parties under the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following:

1. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.
2. **AMENDMENT OF THE INTERCONNECTION AGREEMENT.**

The Parties hereby amend the Interconnection Agreement to reflect the transfer(s) of control and assignment(s) of all right, title and interest in the Interconnection Agreement as set forth in Attachment A of this Amendment.

Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective March 1, 1997, shall remain in full force and effect.

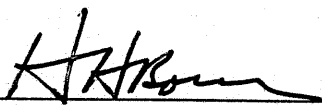
All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

The Interconnection Agreement contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

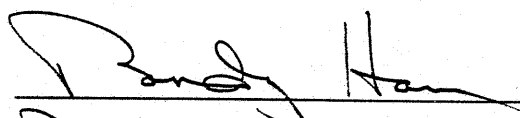
Verizon Wireless hereby represents that it has full power and authority to bind all of its affiliates listed in Attachment A under the terms of this Amendment and the Interconnection Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By:   
Name: Randy Ham  
Title: Director - Wireless  
Date: 12/5/01

## ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	MEMPHIS	TN	KNLG326	CW
Cellco Partnership	MEMPHIS	TN/AR/ MS	KNKA346	CL

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007

**Attachment B-1**  
**Type 2B Mobile To Land Trunk Usage**  
(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth and Carrier Type 2B trunks, which terminate at Company End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a format, mutually agreed to by the Parties, to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in the first page of this Attachment B-1. If Carrier chooses to provide traffic data, then the detail level will at a minimum reference the name of Carrier, minutes of use, date range of usage, earning account number, contract number and any other format requirements mutually agreed to by the Parties. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the mutually acceptable format in the specified time period, the surrogate usage rate will be applied. Surrogate usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10

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<sup>1</sup> This surrogate is based on the assumption of 13,000 minutes of usage per 2B voice grade trunk per month of traffic terminating at each end office multiplied by the applicable rate set forth in page 1 of the Attachment B-1. The 13,000 minutes usage assumption will be included to the extent carrier calculates Land to Mobile usage using a M/L ratio. The current M/L ratio is 75/25.

**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE March 1, 1997**

This is the third amendment ("**Amendment No. 3**") to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation ("**BellSouth**") and Cellco Partnership d/b/a Verizon Wireless, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the "**Carrier**"). Carrier and BellSouth shall be known independently as "**Party**" and jointly as "**Parties**" to this Amendment.

**AGREEMENT**

WHEREAS, Carrier and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Carrier effective March 1, 1997, for the state of Tennessee to set forth the assignments indicated in Attachment A and certain additional agreements of the Parties under the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following:

1. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.
2. **AMENDMENT OF THE INTERCONNECTION AGREEMENT.**

The Parties hereby amend the Interconnection Agreement to reflect the transfer(s) of control and assignment(s) of all right, title and interest in the Interconnection Agreement as set forth in Attachment A of this Amendment.

Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective March 1, 1997, shall remain in full force and effect.

All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

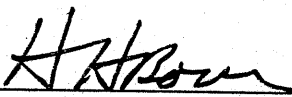


The Interconnection Agreement contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

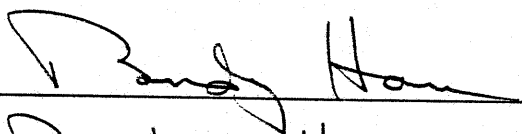
Verizon Wireless hereby represents that it has full power and authority to bind all of its affiliates listed in Attachment A under the terms of this Amendment and the Interconnection Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By:   
Name: Randy Ham  
Title: Director - Wireless  
Date: 12/5/01

## ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	KNOXVILLE	TN	KNKA325	CL

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007

**Attachment B-1**  
**Type 2B Mobile To Land Trunk Usage**  
(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth and Carrier Type 2B trunks, which terminate at Company End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a format, mutually agreed to by the Parties, to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in the first page of this Attachment B-1. If Carrier chooses to provide traffic data, then the detail level will at a minimum reference the name of Carrier, minutes of use, date range of usage, earning account number, contract number and any other format requirements mutually agreed to by the Parties. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the mutually acceptable format in the specified time period, the surrogate usage rate will be applied. Surrogate usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10

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<sup>1</sup> This surrogate is based on the assumption of 13,000 minutes of usage per 2B voice grade trunk per month of traffic terminating at each end office multiplied by the applicable rate set forth in page 1 of the Attachment B-1. The 13,000 minutes usage assumption will be included to the extent carrier calculates Land to Mobile usage using a M/L ratio. The current M/L ratio is 75/25.

**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE March 1, 1997**

This is the third amendment ("**Amendment No. 3**") to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation ("**BellSouth**") and Cellco Partnership d/b/a Verizon Wireless, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the "**Carrier**"). Carrier and BellSouth shall be known independently as "**Party**" and jointly as "**Parties**" to this Amendment.

**AGREEMENT**

WHEREAS, Carrier and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Carrier effective March 1, 1997, for the state of Tennessee to set forth the assignments indicated in Attachment A and certain additional agreements of the Parties under the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following:

1. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.

2. **AMENDMENT OF THE INTERCONNECTION AGREEMENT.**

The Parties hereby amend the Interconnection Agreement to reflect the transfer(s) of control and assignment(s) of all right, title and interest in the Interconnection Agreement as set forth in Attachment A of this Amendment.

Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective March 1, 1997, shall remain in full force and effect.

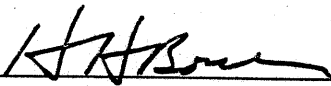
All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

The Interconnection Agreement contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

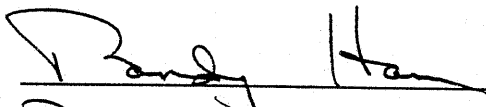
Verizon Wireless hereby represents that it has full power and authority to bind all of its affiliates listed in Attachment A under the terms of this Amendment and the Interconnection Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/14/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By:   
Name: Randy Ham  
Title: Director - Wireless  
Date: 12/5/01

## ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	CLEVELAND	TN	KNLG294	CW
Cellco Partnership	TENNESSEE 1-LAKE	TN	KNKN574	CL
Cellco Partnership	TENNESSEE 2-CANNON	TN	KNKN746	CL
Cellco Partnership	TENNESSEE 3-MACON	TN	KNKN655	CL
Cellco Partnership	TENNESSEE 5-FAYETTE	TN	KNKN743	CL
Cellco Partnership	TENNESSEE 6-GILES	TN	KNKN742	CL
Cellco Partnership	TENNESSEE 7-BLEDSE	TN	KNKN707	CL
Cellco Partnership	TENNESSEE 9-MAURY	TN	KNKN560	CL
Cellco Partnership	JOHNSON CITY-KINGSPORT- BRISTOL	TN/VA	KNKA354	CL

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007



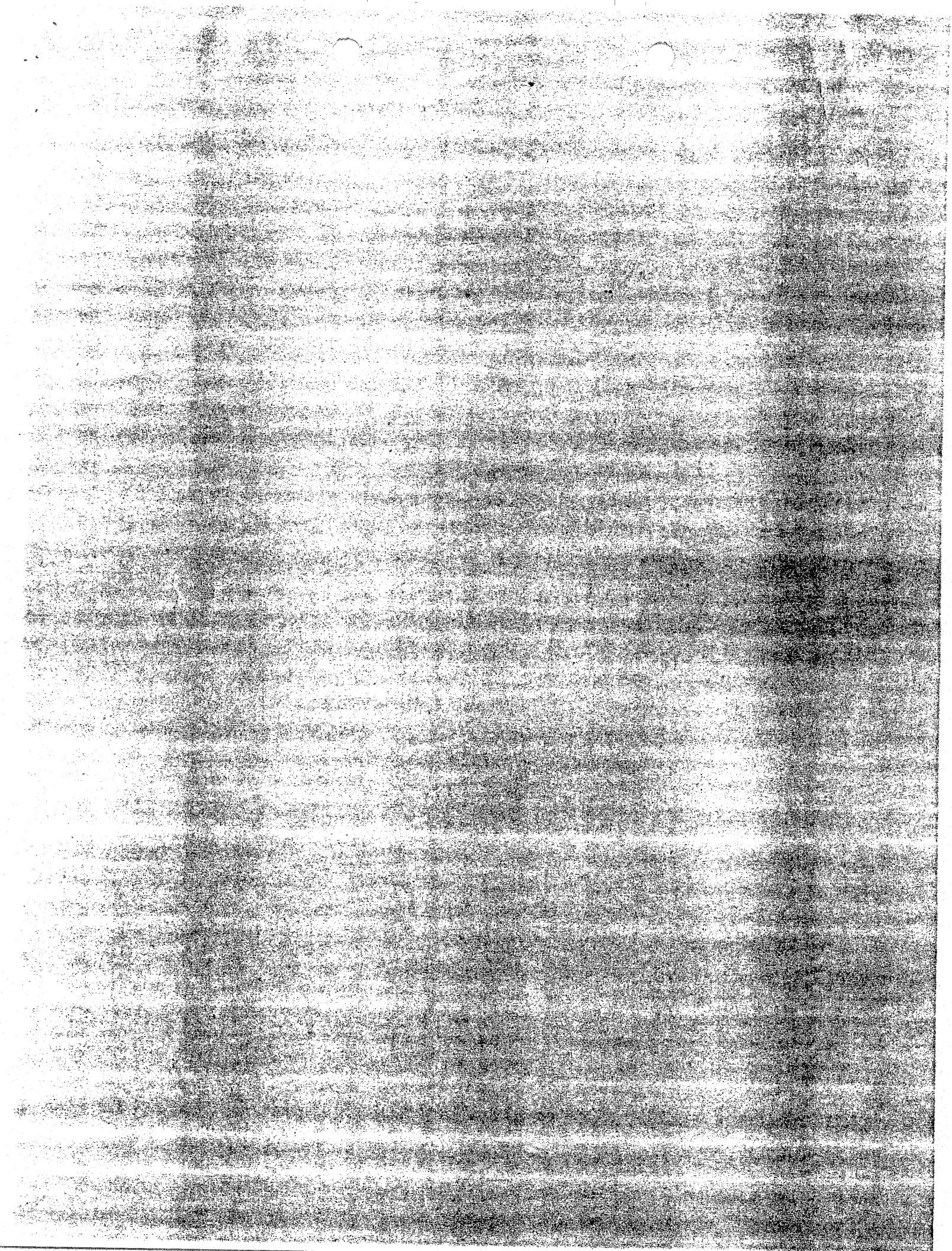
**Attachment B-1**  
**Type 2B Mobile To Land Trunk Usage**  
(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth and Carrier Type 2B trunks, which terminate at Company End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a format, mutually agreed to by the Parties, to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in the first page of this Attachment B-1. If Carrier chooses to provide traffic data, then the detail level will at a minimum reference the name of Carrier, minutes of use, date range of usage, earning account number, contract number and any other format requirements mutually agreed to by the Parties. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the mutually acceptable format in the specified time period, the surrogate usage rate will be applied. Surrogate usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10

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<sup>1</sup> This surrogate is based on the assumption of 13,000 minutes of usage per 2B voice grade trunk per month of traffic terminating at each end office multiplied by the applicable rate set forth in page 1 of the Attachment B-1. The 13,000 minutes usage assumption will be included to the extent carrier calculates Land to Mobile usage using a M/L ratio. The current M/L ratio is 75/25.



**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE March 1, 1997**

This is the third amendment ("Amendment No. 3") to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and Cellco Partnership d/b/a Verizon Wireless, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the "Carrier"). Carrier and BellSouth shall be known independently as "Party" and jointly as "Parties" to this Amendment.

**AGREEMENT**

WHEREAS, Carrier and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Carrier effective March 1, 1997, for the state of Tennessee to set forth the assignments indicated in Attachment A and certain additional agreements of the Parties under the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to the following:

1. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.
2. **AMENDMENT OF THE INTERCONNECTION AGREEMENT.**

The Parties hereby amend the Interconnection Agreement to reflect the transfer(s) of control and assignment(s) of all right, title and interest in the Interconnection Agreement as set forth in Attachment A of this Amendment.

Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective March 1, 1997, shall remain in full force and effect.

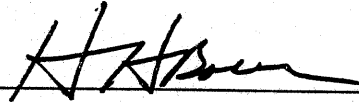
All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

The Interconnection Agreement contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

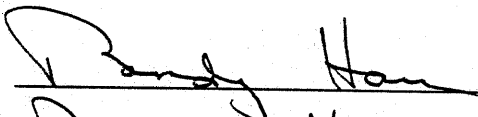
Verizon Wireless hereby represents that it has full power and authority to bind all of its affiliates listed in Attachment A under the terms of this Amendment and the Interconnection Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By:   
Name: Randy Ham  
Title: Director - Wireless  
Date: 12/5/01

# ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	CLARKSVILLE-HOPKINSVILLE	TN/KY	KNKA523	CL

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007

**Attachment B-1**  
**Type 2B Mobile To Land Trunk Usage**  
(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth and Carrier Type 2B trunks, which terminate at Company End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a format, mutually agreed to by the Parties, to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in the first page of this Attachment B-1. If Carrier chooses to provide traffic data, then the detail level will at a minimum reference the name of Carrier, minutes of use, date range of usage, earning account number, contract number and any other format requirements mutually agreed to by the Parties. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the mutually acceptable format in the specified time period, the surrogate usage rate will be applied. Surrogate usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10

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<sup>1</sup> This surrogate is based on the assumption of 13,000 minutes of usage per 2B voice grade trunk per month of traffic terminating at each end office multiplied by the applicable rate set forth in page 1 of the Attachment B-1. The 13,000 minutes usage assumption will be included to the extent carrier calculates Land to Mobile usage using a M/L ratio. The current M/L ratio is 75/25.

**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE March 1, 1997**

This is the third amendment ("**Amendment No. 3**") to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation ("**BellSouth**") and Cellco Partnership d/b/a Verizon Wireless, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the "Carrier"). Carrier and BellSouth shall be known independently as "Party" and jointly as "Parties" to this Amendment.

**AGREEMENT**

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Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective March 1, 1997, shall remain in full force and effect.

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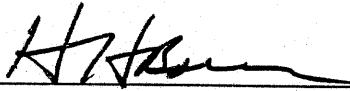


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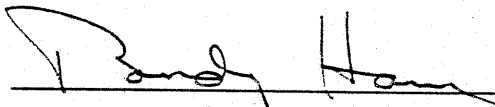
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**Cellco Partnership d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By:   
~~Title~~ Name: Director - Wireless  
~~Name~~ ~~Title~~: Randy Ham  
Date: 12/5/01

## ATTACHMENT A

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	CHATTANOOGA	TN	KNLG293	CW
Cellco Partnership	CHATTANOOGA	TN/GA	KNKA324	CL

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
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Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

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(All Rates are Per Voice Grade Trunk)

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	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
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